

**DEDICATION OF MAINTENANCE AGREEMENT
FOR
SEWAGE PUMPS, SERVICES LINES, INGRESS/EGRESS AND APPURTENANCES**

_____, hereinafter termed "owners" and the Metropolitan Government of Nashville and Davidson County, hereinafter termed "Metropolitan Government", in consideration of the mutual promises of the owner and Metropolitan Government hereinafter contained, agree upon the following terms for the ingress/egress and maintenance by the Metropolitan Government and its representatives for Owners sewage pump, service line and appurtenances.

Property Owner

Street Address

Map and Parcel

Being part of the property conveyed to _____, the deed for which is of record in Instrument _____, R.O.D.C., Tennessee.

Owner hereby covenants with Metropolitan Government that he/she is the true and lawful owner of the above described real estate and is lawfully seized of the same in fee simple and has good right and full power to make this covenant.

Owner agrees to provide Metropolitan Government sufficient and unencumbered ingress and egress at all times in order to maintain, repair, replace and inspect sewage pumps, service lines and appurtenances within the afore described property.

Metropolitan Government, its Agents, Representatives, or Contractors will restore the property to its original condition, or as near thereto as is reasonably possible if damaged in the course of maintenance work.

In no case will the Metropolitan Government be liable for any personal or property damages due to a failure of the system, except in the case of the Metropolitan Government's negligence. Additionally, we will not be responsible for damage to or the replacement of any structures or landscaping which might prevent or impede the Metropolitan Government's reasonable access to the system for maintenance.

The owner will be responsible for the electric power cost in operating this sewage pump.

The Metropolitan Government will provide the ongoing maintenance of the entire system, including the service line connection to the system and the electrical wiring up to the disconnect box, with the following stipulations:

- (A). When installed by a developer/homeowner, a one-time system maintenance fee of \$3,900.00 will be required. This fee is based on an 8-year rebuild cycle and includes routine interim maintenance.
- (B). Repair or maintenance performed by the Metropolitan Government which we deem is due to damage by abuse of the system will be billed to the developer/homeowner at the cost incurred by the Metropolitan Government.
- (C). The inspection fee is \$205.00
- (D). The recording fee is \$17.00
- (E). The Metropolitan Government reserves the right to adjust our fees and charges annually, as necessary to reflect changes in the cost of our maintaining these systems.

This document was prepared by Metro Water Services, Property Services Section, 1600 Second Avenue North, Nashville, TN 37208.

**AGREEMENT REGARDING
PUMPED RESIDENTIAL SANITARY SEWER SERVICE**

1. This Department will, at its sole discretion, determine when and if a pumped residential sewer system is the appropriate means of service.
2. When installed as a part of construction project sponsored by this Department, the Installation cost for this system will be borne by this Department, except for an electrical service and disconnect box which must be provided by the homeowner at an exterior location of our choosing. Systems installed by private developers or those installed by choice of the homeowner must be in compliance with our specifications and will be totally funded by the respective developer/homeowner.
3. This Department will provide the ongoing maintenance of the entire system, including the service line connection to the system and the electrical wiring up to the disconnect box, with the following stipulations:
 - a. When installed by a developer/homeowner, a one-time system maintenance fee of \$3,900.00 will be required. This fee is based on an 8-year rebuild cycle and includes routine interim maintenance. This fee will be waived, however, when these systems are installed under a project sponsored by this Department.
 - b. Repair or maintenance performed by this Department which we deem is due to damage or abuse of the system will be billed to the developer/homeowner at our cost.
 - c. This Department reserves the right to adjust our fees and charges annually, as necessary, to reflect changes in the cost of our maintaining these systems.
4. The property owner will be responsible for the electric power costs in operating these systems.
5. In no case will this Department be liable for any personal or property damages due to a failure of the system, except in the case of our negligence. Additionally, we will not be responsible for damage to or the replacement of any structures or landscaping which might prevent or impede our reasonable access to the system for maintenance.
6. The property owner will be required to disconnect from this system and connect to the gravity sewer within 60 days, at his expense, upon such time of notification that gravity sewer service has been made available to the property. In such situations, this Department will, at its expense, remove the pump and associated equipment which we deem necessary to restore the property, as reasonable possible, to its original condition.

As witnessed by my signature below, this is to certify that I have read, understand and agree with the terms of this Agreement.

Owner(s) Name: _____

Owner Address: _____

Phone #: _____ Email address: _____

(Owners' Signature)

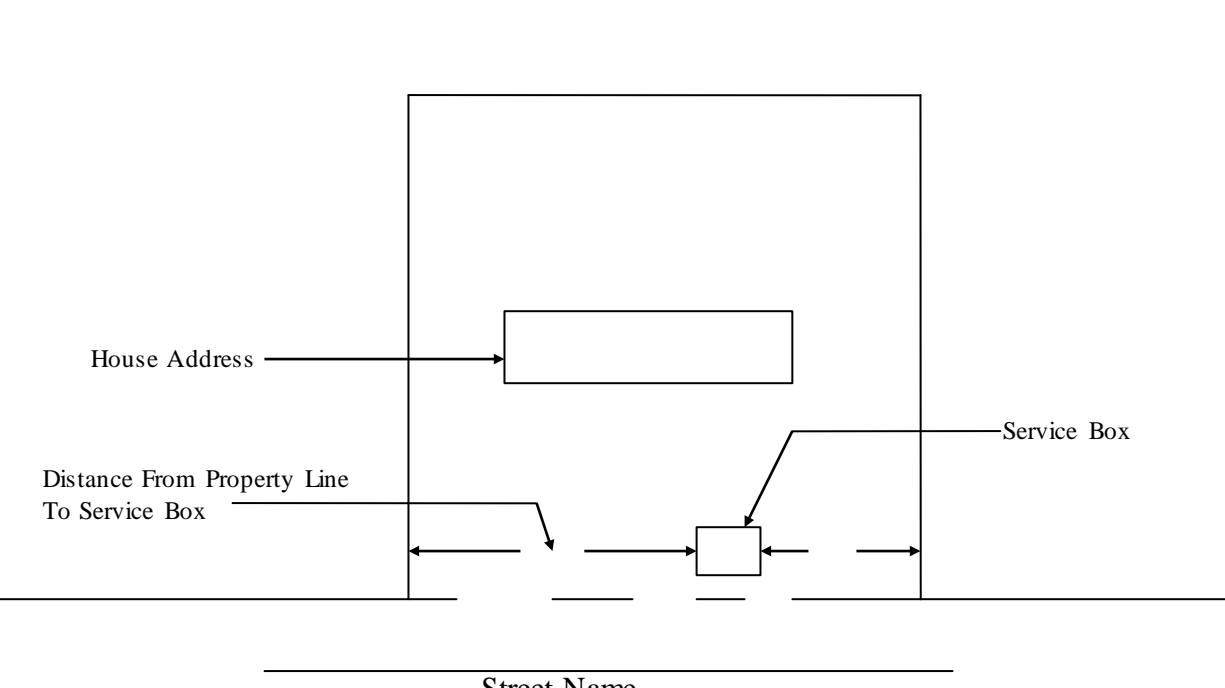
(Date)

(Owners' Signature)

(Date)

PLEASE PROVIDE THE FOLLOWING
INFORMATION AS DESIGNATED:

1. NAME OF ROAD
2. HOUSE ADDRESS
3. DISTANCE FROM ONE PROPERTY LINE TO SERVICE BOX
4. LOCATION OF PUMP & SERVICE LINE

 <p style="text-align: center; margin-top: 10px;">NOT TO SCALE</p>		
LOCATION OF PUMP AND SERVICE LINE		
PROJECT NO.	EASEMENT NO.	:SYSTEM